

NORTH CAROLINA INDUSTRIAL COMMISSION
RALEIGH, NORTH CAROLINA

RELEASE OF TORT CLAIM UNDER GENERAL STATUTE's 143-291 *et seq.*
I.C. File No.: TA-24717 (AG No. 15-00107)

KNOW ALL MEN BY THESE PRESENTS, that I, Michele Kelly Krause, Plaintiff, in her individual capacity, as next of kin of decedent Thomas Krause, and in her representative capacity as Administratrix of the Estate of Thomas Krause for the sole consideration of ONE HUNDRED AND TEN THOUSAND DOLLARS AND NO/100 CENTS (\$110,000.00) to be paid by the North Carolina Department of Health and Human Services, North Carolina Office of the Chief Medical Examiner, the payment whereof being made under the provisions of General Statutes 143-291 *et seq.*, do hereby release and discharge and by these presents do for myself, all heirs at law, the heirs of the estate, executors, administrators and assigns release and forever discharge the State of North Carolina, the North Carolina Department of Health and Human Services, the North Carolina Office of the Chief Medical Examiner and all their past, present and future officers, employees, servants, and agents, individually and officially, including but not limited to Damon K. Arrington, Dr. Deborah L. Radisch, of and from any and all past, present and future claims, demands, damages, actions, cause of action of whatever kind or nature, known or unknown, arising from the post-mortem examination and handling of the body of Thomas Krause in July of 2013.

Plaintiff acknowledges and agrees that all bills of any kind or nature whatsoever incurred as a result of said alleged occurrence have been paid or will be paid out of these proceeds and Plaintiff agrees to indemnify and hold harmless the parties released hereby from any claims by any person or entity seeking the recovery of unpaid bills. Plaintiff further agrees that to the extent that any lien by a third party exists on the proceeds of this settlement, Plaintiff will indemnify and hold harmless the parties being released from any claims by any person or entity seeking the recovery of or enforcement of such liens, including but not limited to, penalties, interest, and attorney's fees.

Plaintiff further warrants and represents that there are no existing liens in favor of any health service provider from which payment is due from the settlement proceeds described above or for which a claim exists by virtue of medical services provided to Michele Kelly Krause; or in the event that such liens or claims do exist, Plaintiff warrants and represents that such valid liens shall be fully compromised, settled, paid, or otherwise satisfied by express agreement with any such health service provider prior to the distribution of the settlement proceeds referred to herein. In the event that any of the released entities shall incur expense or sustain any monetary damage as a result of any valid claim made by such health care provider, insurance carrier or worker's compensation carrier (or any entity with any such subrogated claim) against the entities released relating to such liens, Plaintiff does hereby agree to save and hold harmless the State of North Carolina, the North Carolina Department of Health and Human Services, the North Carolina Office of the Chief Medical Examiner, and all their past, present and future officers, employees, servants, and agents individually and officially from any and all reasonable costs, damages, interest, payments, or expense of any nature whatsoever they may incur or be compelled to pay as a result of any valid claim by such health care provider.

Furthermore, Plaintiff expressly acknowledges that Plaintiff has an independent legal obligation under 42 C.F.R. § 411.24(h), as currently in effect or hereinafter modified, to satisfy any Medicare lien or interest, which Plaintiff agrees is the sole and separate obligation of Plaintiff. Plaintiff will indemnify and will save and hold harmless the released entities for any failure of Plaintiff to comply with payments requirements for any and all medical, hospital or other treatment liens required by State or Federal law to be paid. Plaintiff will indemnify and will save and hold harmless the released entities for any valid claim that Medicare, Medicaid or other lien holder may have against him. Plaintiff recognizes and understands that because of this settlement, Medicare, Medicaid or other healthcare insurers or payers may refuse to pay for future medical care for the claimed injuries, and that any such refusal in no way affects or modifies the terms of this agreement.

Plaintiff further hereby agrees to indemnify and save harmless the released parties of and from any and all claims of any sort from any party claiming to be subrogated or to have any other type of legal or equitable claim to the proceeds or any

part of the proceeds paid in exchange for this release. This indemnification extends to and includes indemnification from all costs and attorney fees that might be incurred as a result of such claim.

Plaintiff understands that this release is made as compromise to avoid expense and to terminate all controversy and/or claims for injuries or damages of whatever nature, known or unknown, including future developments thereof, in compromise of a disputed claim as outlined in the pleadings in TA-24717, and it is therefore specifically agreed that this release shall be a complete bar to all claims or suit for injuries or damages of whatsoever nature against all current and former employees or agents of the State of North Carolina and the North Carolina Department of Health and Human Services, including but not limited to the North Carolina Office of the Chief Medical Examiner. Plaintiff hereby agrees to file a Voluntary Dismissal with Prejudice of this action within 15 days of the receipt of the proceeds of this settlement.

IN WITNESS WHEREOF I, have hereunto set my hand, this 1st day of March, 2016.

Michele Kelly Krause

Michele Kelly Krause, Plaintiff, in her individual capacity, as next of kin, and in her representative capacity as Administratrix of the Estate of Thomas Krause

APPROVED AS TO FORM:

Susan T. Fountain
Susan T. Fountain
Assistant Attorney General
Counsel for Defendant

Rebecca J. Britton
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Counsel for Plaintiff

Approved by N.C. Industrial Commission.

J. Brad Donovan
J. Brad Donovan, Deputy Commissioner